pages, consists of a reprint of the interstate commerce act, with annotations and editorial comments. It is substantially a "selected" digest, with a poor typographical arrangement for actual working purposes.

In the volume are also printed the anti-trust act of 1890, the "expedition" act, the act creating the department of commerce and labor, the "safety" act, and other more or less relevant material. A useful addition contains the rules of the practice before the Interstate Commerce Commission, and a few forms of procedure before the Commission.

For the student the volume will be useful in tracing recent developments and in supplementing on certain topics the earlier volume. The proof seems to have been read with unfortunate haste, notably on page 36.

CASES ON QUASI-CONTRACTS, EDITED WITH NOTES AND REFERENCES. By James Brown Scott. New York: Baker, Voorhis & Co. 1905. pp. xvi, 772.

This volume is prepared upon the theory that a law school course covering three academic years should devote about fifty hours of instruction to Quasi-Contracts. This is a moderate and sane estimate; and by taking this reasonable view, as well as by affording a collection of appropriate cases, the volume will do much towards gaining and preserving for Quasi-Contracts the attention to which the subject is entitled.

At the beginning the editor places eighteen pages of extracts, chiefly from treatises and the like, giving an analytical and historical view of the analogies and differences between the treatment of Quasi-Contracts in the Roman law and the treatment in our Anglo-American system. After this short but valuable introduction, the volume plunges into a presentation of the chief doctrines by the aid of decisions, after the well-known case system.

The arrangement of topics is largely that which has been made familiar by Keener's Cases on Quasi-Contracts, but with changes suggested by experience. The cases selected are also to some extent the same, as might be expected from the fact that this volume, as the preface indicates, is intended to serve as a substitute for the earlier work; but this repetition is no greater than is inevitable whenever a new collection of cases is made. Indeed, it is surprising that the editor has been able to find so many cases that are new.

By selecting short cases and by omitting passages that are unessential, the editor has reduced the cases to an average length of about three pages. The result is that five or six cases can be covered in each lecture, and also that the whole subject is rendered clearer by being presented from many points of view.

The foot-notes follow the theory that citations for the use of students may advantageously avoid exhaustiveness and merely select from the vast mass of available authorities those few which may be examined with special profit. The citations give the dates of the decisions—a feature that cost the editor much labor and is well worth all the labor that it cost. The citations frequently—and especially when they are rather numerous—are accompanied with a phrase or short sentence indicating the precise subject of each decision; and

this also is a laborious piece of editorial work, and a valuable aid to the student.

Throughout the volume the editor has borne in mind the student, rather than the practitioner. This is quite right. It is true, of course, that the practitioner would find the text and notes of a case book useful; but it is also true that the absence of headnotes—an absence that is essential in a collection to be used by students as a means of original investigation—causes practitioners to pay little attention to collections adapted to the case system, however carefully the collections may be edited. Even when there is a serviceable index, as in this volume, the active practitioner seldom can be induced to make use of the investigations embodied in a case book. Hence, it is through the students who by and by will become practitioners, and not through the practitioners of to-day, that this collection on Quasi-Contracts will perform the valuable service of emphasizing the distinction between the two essentially different kinds of transaction, which in our system of law have long been unhappily confused in the one ambiguous phrase—"implied contracts,"—and the still more valuable service of showing the important doctrines of the law as to those really non-contractual obligations which are enforced under theory of a fictitious promise and through a contractual form of action.

A TREATISE ON THE LAW OF CRIMES. By W. L. Clark and W. L. Marshall. Second Edition by H. B. Lazele. St Paul: Keefe-Davidson Co. 1905. pp. xxxiv, 906.

The fact that this excellent treatise originally appeared in 1900 and that a new edition is called for within five years from date of publication shows that there is a demand for the work. The publishers have compressed the two small volumes of some thirteen hundred pages into a single substantial volume of little more than nine hundred.

This seems to be the chief change, for as the editor says: "The scope of the original work has not been enlarged or changed in any manner . . . . An effort has been made to preserve the original text so far as possible . . . Some considerable matter has been added by way of elucidation whenever such seemed advisable." These additions are however inconsiderable, fit into the scheme of the book and leave it practically what it was in the original publication.

In one regard however the hand of the editor is frequently seen, namely in the notes to the text and in the numerous citations of cases mostly decided since the appearance of the original edition. Take, for example, section 281, notes 500–506, of the original and of the revised work, for the numbers attached to the sections as well as to the notes are retained and are therefore the same in both editions. The section in question is headed: "Duty to retreat—excusable self defence."

The editor has left the text of the first edition untouched, although he might well have corrected the alleged distinction between justifiable and excusable self defence by reason of which, in the former, the victim of a felonious assault may stand his ground and kill his assailant if necessary, whereas in the case of a mutual quarrel or combat, the life of the felonious assailant may only be taken in the last resort either upon retreat to the wall, or when retreat would be impossible or of no